

**GIBBONS, DEL DEO, DOLAN
GRIFFINGER & VECCHIONE**

A Professional Corporation
One Riverfront Plaza
Newark, New Jersey 07102-5496
(973) 596-4500
Attorneys for Defendants
Hoffmann-La Roche Inc. and
Roche Laboratories Inc.

PLAINTIFF(S)

v.

HOFFMANN-LA ROCHE INC.; ROCHE
LABORATORIES INC., F. HOFFMANN-LA
ROCHE LTD; and ROCHE HOLDING LTD

SUPERIOR COURT OF NEW JERSEY
LAW DIV.: ATLANTIC COUNTY

CASE NO. 271 MT

CIVIL ACTION

ACCUTANE LITIGATION

**DEFENDANTS HOFFMANN-LA
ROCHE INC. AND ROCHE
LABORATORIES INC.'S ANSWER
TO MASTER LONG FORM
COMPLAINT**

Defendants Hoffmann-La Roche Inc. and Roche Laboratories Inc. ("Defendants") by their undersigned counsel, Gibbons, Del Deo, Dolan, Griffinger & Vecchione, P.C., as and for their Answer to the Master Long Form Complaint ("Master Long Form Complaint") filed by Plaintiffs and approved in the form attached to the Order, dated October 18, 2005, entered by the Hon. Carol E. Higbee, P.J.Cv., state as follows:

1. Insofar as the allegations set forth in Paragraph "1" of the Master Long Form Complaint do not set forth allegations of fact, no answer is required. If an answer is deemed required, Defendants deny all allegations pleaded in the Master Long Form Complaint and in any Short-Form Complaint hereafter filed.

2. Defendants deny the allegations set forth in Paragraph "2" of the Master Long Form Complaint.

PARTIES - PLAINTIFF

3. Defendants deny the allegations set forth in Paragraph "3" of the Master Long Form Complaint.

4. Insofar as the allegations set forth in Paragraph "4" of the Master Long Form Complaint do not set forth allegations of fact, no answer is required.

DEFENDANTS

5. Defendants admit that the principal place of business of Hoffmann-La Roche Inc. is located at 340 Kingsland Street in Nutley, New Jersey and further admit that Roche Laboratories Inc. is a Delaware corporation with its principal place of business at 340 Kingsland Street, Nutley, New Jersey. Defendants deny the remaining allegations set forth in Paragraph "5" of the Master Long Form Complaint.

6. Defendants respond to the multiple allegations and legal conclusions set forth in Paragraph "6" as follows: Defendants are informed and believe, and on that basis, admit that Roche Holding Ltd and F. Hoffmann-La Roche Ltd are corporations organized under the laws of Switzerland with their principle place of business in Switzerland. Defendants further admit that Hoffmann-La Roche Inc. is a wholly-owned subsidiary of Roche Holdings Inc., a Delaware corporation, and that Roche Laboratories Inc., is a wholly-owned subsidiary of Hoffmann-La Roche Inc. Defendants deny all remaining allegations set forth in Paragraph "6" of the Master Long Form Complaint.

7. Defendants admit that Hoffmann-La Roche Inc. manufactured Accutane® (also known generically as isotretinoin), and that Roche Laboratories Inc. distributed, marketed and promoted Accutane® for use in accordance with FDA-approved prescribing information and

subject to the warnings, precautions, and contraindications stated therein. Defendants deny the remaining allegations set forth in Paragraph "7" of the Master Long Form Complaint.

8. Defendants deny the allegations set forth in Paragraph "8" of the Master Long Form Complaint.

9. Defendants deny the allegations set forth in Paragraph "9" of the Master Long Form Complaint.

FACTS COMMON TO ALL COUNTS

10. Defendants admit that Hoffmann-La Roche Inc. and Roche Laboratories Inc. are corporations registered to do business in the State of New Jersey. Defendants admit that Hoffmann-La Roche Inc. manufactured, and that Roche Laboratories Inc. distributed, marketed and promoted Accutane® in accordance with FDA-approved prescribing information and subject to the warnings, precautions, and contraindications stated therein. Defendants deny the remaining allegations set forth in Paragraph "10" of the Master Long Form Complaint.

11. Defendants deny the allegations set forth in Paragraph "11" of the Master Long Form Complaint.

12. Defendants admit that Hoffmann-La Roche Inc. manufactures, and that Roche Laboratories Inc. distributes Accutane®. Defendants further state that the manufacture, marketing, and labeling of Accutane® is controlled by federal law, and that Defendants were at all times in compliance with applicable federal law. Defendants deny the remaining allegations set forth in Paragraph "12" of the Master Long Form Complaint.

13. Defendants deny the allegations set forth in Paragraph "13" of the Master Long Form Complaint.

14. Defendants deny the allegations set forth in Paragraph "14" of the Master Long Form Complaint.

COUNT I
PRODUCTS LIABILITY - DEFECTIVE DESIGN (N.J.S.A. 2A:58C-2, et seq.)

15. Defendants repeat and reallege each and every response to each and every allegation previously set forth in Paragraph "1" to Paragraph "14" of the Master Long Form Complaint as though fully set forth at length herein.

16. Defendants admit that Hoffmann-La Roche Inc. manufactured, and that Roche Laboratories Inc. distributed, marketed and promoted Accutane® in accordance with FDA-approved prescribing information and subject to the warnings, precautions, and contraindications stated therein. Defendants deny the remaining allegations set forth in Paragraph "16" of the Master Long Form Complaint.

17. Defendants admit that Hoffmann-La Roche Inc. manufactured, and that Roche Laboratories Inc. distributed, marketed and promoted Accutane® in accordance with FDA-approved prescribing information and subject to the warnings, precautions, and contraindications stated therein. Defendants deny the remaining allegations set forth in Paragraph "17" of the Master Long Form Complaint.

18. Defendants admit that they expected Accutane® to reach patients without substantial changes from the condition in which it was distributed by Roche Laboratories Inc. Defendants deny the remaining allegations set forth in Paragraph "18" of the Master Long Form Complaint.

19. Defendants deny the allegations set forth in Paragraph "19", including subparagraphs (a) through (f), of the Master Long Form Complaint.

20. Defendants deny the allegations set forth in Paragraph "20" of the Master Long Form Complaint.

COUNT II
PRODUCTS LIABILITY - FAILURE TO WARN (N.J.S.A. 2A:58C-2 et seq.)

21. Defendants repeat and reallege each and every response to each and every allegation previously set forth in Paragraph "1" to Paragraph "20" of the Master Long Form Complaint as though fully set forth at length herein.

22. Defendants deny the allegations set forth in Paragraph "22" of the Master Long Form Complaint.

23. Defendants lack knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph "23" of the Master Long Form Complaint.

24. Defendants deny the allegations set forth in Paragraph "24" of the Master Long Form Complaint.

25. Defendants deny the allegations set forth in Paragraph "25" of the Master Long Form Complaint.

26. Defendants deny the allegations set forth in Paragraph "26" of the Master Long Form Complaint.

27. Insofar as Paragraph "27" of the Master Long Form Complaint sets forth conclusions of law rather than allegations of fact, no answer is required. If an answer is deemed required, Defendants deny the allegations set forth in Paragraph "27" of the Master Long Form Complaint.

28. Defendants deny the allegations set forth in Paragraph "28" of the Master Long Form Complaint.

COUNT III
NEW JERSEY CONSUMER FRAUD ACT (N.J.S.A. 56:8-2 et seq.)

29. Defendants repeat and reallege each and every response to each and every allegation previously set forth in Paragraph "1" to Paragraph "28" of the Master Long Form Complaint as though fully set forth at length herein.

30. Insofar as Paragraph "30" of the Master Long Form Complaint sets forth conclusions of law rather than allegations of fact, no answer is required. If an answer is deemed required, Defendants deny the allegations set forth in Paragraph "30" of the Master Long Form Complaint.

31. Defendants admit that Hoffmann-La Roche Inc. manufactured and Roche Laboratories Inc. distributed, marketed and promoted Accutane® in accordance with FDA-approved prescribing information and subject to the warnings, precautions, and contraindications stated therein. Defendants deny the remaining allegations set forth in Paragraph "31" of the Master Long Form Complaint.

32. Defendants deny the allegations set forth in Paragraph "32" of the Master Long Form Complaint.

33. Defendants deny the allegations set forth in Paragraph "33" of the Master Long Form Complaint.

34. Defendants deny the allegations set forth in Paragraph "34" of the Master Long Form Complaint.

35. Defendants deny the allegations set forth in Paragraph "35" of the Master Long Form Complaint.

36. Defendants deny the allegations set forth in Paragraph "36" of the Master Long Form Complaint.

37. Defendants deny the allegations set forth in Paragraph "37" of the Master Long Form Complaint.

38. Defendants deny the allegations set forth in Paragraph "38" of the Master Long Form Complaint.

COUNT IV
BREACH OF EXPRESS WARRANTY

39. Defendants repeat and reallege each and every response to each and every allegation previously set forth in Paragraph "1" to Paragraph "38" of the Master Long Form Complaint as though fully set forth at length herein.

40. Defendants deny the allegations set forth in Paragraph "40" of the Master Long Form Complaint.

41. Insofar as Paragraph "41" of the Master Long Form Complaint sets forth conclusions of law rather than allegations of fact, no answer is required. If an answer is deemed required, Defendants deny the allegations set forth in Paragraph "41" of the Master Long Form Complaint.

42. Defendants deny the allegations set forth in Paragraph "42" of the Master Long Form Complaint.

43. Defendants deny the allegations set forth in Paragraph "43" of the Master Long Form Complaint.

44. Insofar as Paragraph "44" of the Master Long Form Complaint sets forth conclusions of law rather than allegations of fact, no answer is required. If an answer is deemed required, Defendants deny the allegations set forth in Paragraph "44" of the Master Long Form Complaint.

45. Defendants deny the allegations set forth in Paragraph "45" of the Master Long Form Complaint.

46. Defendants deny the allegations set forth in Paragraph "46" of the Master Long Form Complaint.

47. Defendants deny the allegations set forth in Paragraph "47" of the Master Long Form Complaint.

COUNT V
PUNITIVE DAMAGES UNDER THE PRODUCTS LIABILITY ACT (N.J.S.A. 2A:58C-1)

48. Defendants repeat and reallege each and every response to each and every allegation previously set forth in Paragraph "1" to Paragraph "47" of the Master Long Form Complaint as though fully set forth at length herein.

49. Defendants deny the allegations set forth in Paragraph "49" of the Master Long Form Complaint.

50. Defendants deny the allegations set forth in Paragraph "50" of the Master Long Form Complaint.

51. Defendants deny the allegations set forth in Paragraph "51" of the Master Long Form Complaint.

52. Defendants deny the allegations set forth in Paragraph "52" of the Master Long Form Complaint.

COUNT VI
WRONGFUL DEATH

53. Defendants repeat and reallege each and every response to each and every allegation previously set forth in Paragraph "1" to Paragraph "52" of the Master Long Form Complaint as though fully set forth at length herein.

54. Defendants deny the allegations set forth in Paragraph "54" of the Master Long Form Complaint.

55. Defendants deny the allegations set forth in Paragraph "55" of the Master Long Form Complaint.

56. Defendants deny the allegations set forth in Paragraph "56" of the Master Long Form Complaint.

COUNT VII
SURVIVAL ACTION

57. Defendants repeat and reallege each and every response to each and every allegation previously set forth in Paragraph "1" to Paragraph "56" of the Master Long Form Complaint as though fully set forth at length herein.

58. Defendants deny the allegations set forth in Paragraph "58" of the Master Long Form Complaint.

59. Defendants deny the allegations set forth in Paragraph "59" of the Master Long Form Complaint.

COUNT VIII
LOSS OF CONSORTIUM/PER QUOD CLAIM

60. Defendants repeat and reallege each and every response to each and every allegation previously set forth in Paragraph "1" to Paragraph "59" of the Master Long Form Complaint as though fully set forth at length herein.

61. Defendants deny the allegations set forth in Paragraph "61" of the Master Long Form Complaint.

62. Defendants deny the allegations set forth in Paragraph "62" of the Master Long Form Complaint.

RELIEF REQUESTED

WHEREFORE, Defendants demand judgment against Plaintiff(s) dismissing the Master Long Form Complaint with prejudice, and awarding attorneys' fees and costs, and such other further relief as the Court deems just and proper.

AFFIRMATIVE DEFENSES

First Affirmative Defense **(Assumption of the Risk)**

Plaintiff(s) is responsible in whole or in part for any injuries Plaintiff(s) suffered because Plaintiff(s) voluntarily and knowingly assumed the risk of Plaintiff's(s') activities. Therefore, Plaintiff's(s') claims are barred.

Second Affirmative Defense **(Laches, Estoppel, Waiver)**

The claims of Plaintiff(s) are barred in whole or in part by the doctrines of laches, waiver, and estoppel.

Third Affirmative Defense **(Pre-existing Condition)**

The alleged injuries and damages of Plaintiff(s) were caused by factors other than, and unrelated to, the administration of Accutane[®], including but not limited to pre-existing medical, genetic and/or environmental conditions, diseases or illnesses. Defendants had no control over such factors, nor were such factors due to or caused by the fault, lack of care, negligence, or breach of any duty by Defendants.

Fourth Affirmative Defense **(Idiosyncratic Reaction)**

If the alleged injuries to Plaintiff(s) were caused by Accutane[®], which Defendants deny, those injuries were the result of an idiosyncratic reaction.

Fifth Affirmative Defense
(Intervening Cause)

The claims of Plaintiff(s) are barred because the alleged injuries to Plaintiff(s) were caused, solely, partially, or proximately, by the intervening actions, omissions, representations, misrepresentations, negligence or breach of duty, of other persons, firms, or corporations that Defendants do not control and for whom Defendants are not legally liable and whose conduct they could not foresee or anticipate.

Sixth Affirmative Defense
(Superseding Cause)

The alleged damages of Plaintiff(s) resulted from new and independent, unforeseeable, superseding and/or intervening causes unrelated to any conduct of, or product manufactured or placed in the stream of commerce by Defendants.

Seventh Affirmative Defense
(Not Reasonably Scientifically Knowable)

Any recovery by Plaintiff(s) is barred by the state of the art doctrine and because any alleged defect was not known or not reasonably scientifically knowable at the time the product was distributed.

Eighth Affirmative Defense
(No Proximate Cause)

The alleged damages of Plaintiff(s) were not proximately caused by any act or omission of Defendants.

Ninth Affirmative Defense
(Learned Intermediary Doctrine)

Defendants provided adequate and complete warnings to Plaintiff's(s') prescribing physician. Therefore, any claims by Plaintiff(s) for inadequate warnings are controlled by, and barred under, the learned intermediary doctrine.

Tenth Affirmative Defense
(Compliance with Federal Law)

The claims of Plaintiff(s) are governed and barred, in whole or in part, by Sections 2, 4, and 6 of The Restatement (Third) of Torts (including the comments thereto) because Defendants complied with all applicable statutes and with the requirements and regulations of the Food and Drug Administration.

Eleventh Affirmative Defense
(Section 402A of Restatement Second of Torts)

The claims of Plaintiff(s) are barred by Comment K to Section 402A of the Restatement (Second) of Torts.

Twelfth Affirmative Defense
(Federal Preemption)

The claims of Plaintiff(s) are barred by the doctrine of federal preemption. The manufacture, marketing, and labeling of Accutane[®] are controlled by federal law, and Defendants were at all times in compliance with applicable federal law. If the causes of action against Defendants are permitted and allowed, it would impede, impair, frustrate and/or burden the effectiveness of federal law regulating the field of prescription drugs and would constitute an invalid burden on interstate commerce, violating the supremacy and commerce clauses of the United States Constitution, Article VI, Section 2 and Article I, Section 8 respectively.

Thirteenth Affirmative Defense
(Compliance with Federal Regulations)

The package inserts for Accutane[®] gave full, complete and adequate warnings that complied with the applicable federal statutes and regulations. As a matter of law, where Defendants complied with federal regulations, their conduct cannot give rise to state a cause of action for strict liability, negligence, or breach of warranties.

Fourteenth Affirmative Defense
(Comparative Negligence)

The negligence of Plaintiff(s) was greater than any alleged negligence of Defendants and, therefore, any recovery is barred or diminished in accordance with the Comparative Negligence Act, N.J.S.A. § 2A:15-5.1, et seq.

Fifteenth Affirmative Defense
(Breach of Warranty)

The breach of warranty claims are barred by the failure of Plaintiff(s) to provide notice to Defendants as required by law and alternatively because Plaintiff(s) did not rely on any such representation or warranty.

Sixteenth Affirmative Defense
(Statute of Limitations)

Any claim against Defendants is barred by reason of the expiration of the applicable Statute of Limitations.

Seventeenth Affirmative Defense
(Acts of Other Parties)

The injuries and damages allegedly suffered by Plaintiff(s) were caused by acts of parties beyond the control of Defendants.

Eighteenth Affirmative Defense
(Defendants Not Negligent)

Defendants' conduct was not negligent and they did not violate any duty owed to Plaintiff(s).

Nineteenth Affirmative Defense
(Negligence of Other Party)

Defendants assert that any injuries or damages alleged by Plaintiff(s) were caused either by Plaintiff's(s') own negligence and/or the negligence of some third party over whom Defendants had no control.

Twentieth Affirmative Defense
(Misuse of Product)

Plaintiff(s) is barred from recovery because of the misuse of the alleged product.

Twenty-First Affirmative Defense
(Knowledgeable/Sophisticated User)

Plaintiff(s) is barred from recovery because Plaintiff(s) was a knowledgeable or sophisticated user of the alleged product.

Twenty-Second Affirmative Defense
(State of the Art Doctrine)

Any recovery by Plaintiff(s) is barred by the state of the art doctrine.

Twenty-Third Affirmative Defense
(Restatement of Torts § 6(c))

Any recovery is barred under Section 6(c) of the Restatement of Torts (Third).

Twenty-Fourth Affirmative Defense
(Punitive Damages)

The imposition of punitive damages against Defendants would violate their rights under N.J.S.A. § 2A:58C-5, N.J.S.A. § 2A:15-5.12, et seq., the Fifth, Eighth and Fourteenth Amendments of the United States Constitution, similar provisions in the New Jersey State Constitution, and/or the common law and public policy of New Jersey, and/or New Jersey statutes and court rules, and/or the equivalent law and/or policy of the state of residence of Plaintiff(s) and, thus, should be barred.

Twenty-Fifth Affirmative Defense
(N.J.S.A. § 2A:58C-4)

Defendants are not liable to Plaintiff(s) in accordance with N.J.S.A. § 2A:58C-3 and N.J.S.A. § 2A:58C-4, and/or the equivalent law and/or policy of the state of residence of Plaintiff(s).

Twenty-Sixth Affirmative Defense
(New Jersey Tortfeasors Contributory Act)

Any recovery by Plaintiff is barred or diminished in accordance with the New Jersey Tortfeasors Contribution Act, N.J.S.A. § 2A:53a-1, et seq.

Twenty-Seventh Affirmative Defense
(New Jersey Product Liability Act)

Any recovery by Plaintiff(s) is barred in accordance with the New Jersey Product Liability Act.

Twenty-Eighth Affirmative Defense
(Res Judicata)

The claims of Plaintiff(s) are barred in whole or in part by the doctrine of res judicata.

Twenty-Ninth Affirmative Defense
(Collateral Estoppel)

The claims of Plaintiff(s) are barred in whole or in part by the doctrine of collateral estoppel.

Thirtieth Affirmative Defense
(Entire Controversy Doctrine)

The claims of Plaintiff(s) are barred in whole or in part by the entire controversy doctrine.

Thirty-First Affirmative Defense
(Failure to State a Cause of Action)

The Complaint fails to state a claim against Defendants upon which relief may be granted.

Thirty-Second Affirmative Defense
(Awareness of the Risk)

The claims of Plaintiff(s) are barred because a reasonable purchaser and/or consumer would have been aware of the alleged risks of Accutane®.

Thirty-Third Affirmative Defense
(Adequate Warnings)

If Plaintiff(s) suffered any adverse reactions from being treated with Accutane®, which Defendants expressly deny, Defendants specifically warned of the possibility of experiencing such reactions.

Thirty-Fourth Affirmative Defense
(No Safer Design)

The causes of action of Plaintiff(s) are barred in whole or in part by the failure of Plaintiff(s) to assert a safer design for Accutane®.

Thirty-Fifth Affirmative Defense
(Lack of a Defect)

The causes of action of Plaintiff(s) are barred in whole or in part by the lack of a defect, as the Accutane® ingested by Plaintiff(s) was properly prepared in accordance with the applicable standard of care.

Thirty-Sixth Affirmative Defense
(No Duty to Warn)

To the extent that Plaintiff(s) seeks to hold Defendants liable for failure to warn, which is expressly denied, Defendants had no duty to warn Plaintiff(s) of the type of injuries alleged by Plaintiff(s).

Thirty-Seventh Affirmative Defense
(No Detrimental Reliance)

Plaintiff(s) did not detrimentally rely on any labeling, warnings, or information concerning Accutane®.

Thirty-Eighth Affirmative Defense
(Failure to Mitigate)

The claims of Plaintiff(s) are barred, in whole or in part, by the failure of Plaintiff(s) to mitigate the alleged damages.

Thirty-Ninth Affirmative Defense
(Lack of Privity)

Lack of privity bars any claims for breach of express and implied warranties raised in the Complaint.

Fortieth Affirmative Defense
(Benefit Outweighed the Risk)

The claims of Plaintiff(s) are barred in whole or in part because Defendants' product provided a benefit to users of such product that greatly outweighed any risk created by using such product, any risk could not have been avoided through the use of the highest standards of scientific and technical knowledge available at the time, the benefit provided to users could not be achieved in another manner with less risk, and adequate warnings concerning the risk were provided.

Forty-First Affirmative Defense
(Failure to Plead with Particularity)

Plaintiff(s) has failed to properly plead the claims under the New Jersey Consumer Fraud Act, or the equivalent law in the state of residence of Plaintiff(s), with sufficient particularity.

Forty-Second Affirmative Defense
(Failure to Satisfy Elements)

The claims of Plaintiff(s) under the New Jersey Consumer Fraud Act must be dismissed because Plaintiff(s) cannot satisfy the required elements of that cause of action under the New Jersey Consumer Fraud Act, or the equivalent law in the state of residence of Plaintiff(s).

Forty-Third Affirmative Defense
(Forum Non Conveniens)

New Jersey is not the proper forum for this matter.

Forty-Fourth Affirmative Defense
(Improper Venue)

If New Jersey is a proper forum for this matter, which Defendants expressly deny, Atlantic County is not the proper venue for it.

Forty-Fifth Affirmative Defense
(No Misrepresentation)

The claims of Plaintiff(s) are barred, either in whole or in part, because Defendants made no false, material or knowing misrepresentation to Plaintiff(s), nor did Defendants conceal or omit any material information from Plaintiff(s).

Forty-Sixth Affirmative Defense
(Collateral Sources)

Defendants are entitled to a credit/set-off for collateral source payments received by or available to Plaintiff(s).

Forty-Seventh Affirmative Defense
(Improper Joinder of Affiliates)

Assuming that the Complaint states any cause of action, which is expressly denied by Defendants, the Complaint fails to state a cause of action over any entity other than Hoffmann-La Roche Inc. and Roche Laboratories Inc., respectively, the manufacturer and distributor of Accutane®. All of the other named corporations are separate and distinct corporations which did not do business in New Jersey or the state of residence of Plaintiff(s), are not alter egos, did not commit tortious acts, are not subject to personal jurisdiction, may not be served in the manner alleged in the Complaint, and have not received proper service of process.

Forty-Eighth Affirmative Defense
(Lack of Standing)

The claims of Plaintiff(s) are barred, either in whole or in part, because Plaintiff(s) lacks capacity and/or standing to bring such claims.

Forty-Ninth Affirmative Defense
(Law of State of Residence)

The claims of Plaintiff(s) are barred, either in whole or in part, under the laws of the state of residence of the Plaintiff(s).

Fiftieth Affirmative Defense
(Right to Assert Additional Affirmative Defenses)

Defendants reserve the right to assert such additional affirmative defenses arising in fact or in law as may be ascertained during the course of the within proceedings.

WHEREFORE, Defendants demand judgment against Plaintiff(s) dismissing the Complaint with prejudice, and awarding attorneys' fees, interest, and costs, and such other further relief as the Court deems just and proper.

**GIBBONS, DEL DEO, DOLAN
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A Professional Corporation
One Riverfront Plaza
Newark, New Jersey 07102-5496
(973) 596-4500
Attorneys for Defendants
Hoffmann-La Roche Inc. and
Roche Laboratories Inc.

By: _____
Diane E. Lifton

Dated: December __, 2005

CERTIFICATION PURSUANT TO N.J. COURT RULE 4:5-1

I hereby certify that, to the best of my knowledge, information and belief, no other actions or arbitration proceedings relating to the matters in dispute in the above-captioned litigation are presently pending and no such other court proceedings or arbitration proceedings are presently contemplated.

**GIBBONS, DEL DEO, DOLAN
GRIFFINGER & VECCHIONE**
A Professional Corporation
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(973) 596-4500
Attorneys for Defendants
Hoffmann-La Roche Inc. and
Roche Laboratories Inc.

By: _____
Diane E. Lifton

Dated: December __, 2005

DEMAND FOR STATEMENT OF DAMAGES

Defendants Hoffmann-La Roche Inc. and Roche Laboratories Inc. hereby demand the delivery of a copy of Statement of Damages within five (5) days following the receipt of this pleading in accordance with New Jersey Court Rule 4:5-2.

**GIBBONS, DEL DEO, DOLAN
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A Professional Corporation
One Riverfront Plaza
Newark, New Jersey 07102-5496
(973) 596-4500
Attorneys for Defendants
Hoffmann-La Roche Inc. and
Roche Laboratories Inc.

By: _____
Diane E. Lifton

Dated: December ____, 2005

CERTIFICATION PURSUANT TO RULE 4:6-1

I hereby certify that a copy of the within pleading was served upon counsel for Plaintiff(s) within the time period fixed by the New Jersey Court Rules.

**GIBBONS, DEL DEO, DOLAN
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Attorneys for Defendants
Hoffmann-La Roche Inc. and
Roche Laboratories Inc.

By: _____
Diane E. Lifton

Dated: December __, 2005

COUNSEL DESIGNATION

Pursuant to Rule 4:25-4, Michael R. Griffinger and Diane E. Lifton are hereby designated as trial counsel for the Defendants.

**GIBBONS, DEL DEO, DOLAN
GRIFFINGER & VECCHIONE**
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Roche Laboratories Inc.

By: _____
Diane E. Lifton

Dated: December __, 2005

JURY DEMAND

Defendants hereby demand a trial by jury for all issues so triable.

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